



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) TO PROVIDE Rural Transit Services in Erie County

RFP #2021-046VF

December 2, 2021

**Daniel Castle, AICP, Commissioner
Department of Environment and Planning
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS ("RFP")

RFP# 2021-046VF

TO PROVIDE Rural Transit Services in Erie County

I. INTRODUCTION

The County of Erie, New York (the "County") is currently seeking qualified Not-For-Profit (NFP) agencies interested in providing Rural Transit Services in Erie County. The objective of this proposal is to select a qualified NFP organization to administer, operate and maintain the Rural Transit Service (RTS) in Erie County. Presently, there are nine (9) community vans operating in the following areas:

1. Evans, Angola, Brant and Farnham
2. Collins, Gowanda, North Collins (Town and Village)
3. Concord and Springville
4. Boston, Colden, and Eden
5. Holland and Sardinia
6. Orchard Park (Town and Village)
7. Aurora, East Aurora, Elma, Marilla and Wales
8. Clarence, Newstead, and Akron
9. Reserve (back-up) van

Vans are housed at various municipal garages and light duty servicing is performed by several of these towns at cost, reimbursable as part of operating costs under the Community Development grant.

Beginning in early 1988 the "United Way of Erie County" carried out an extensive Needs Survey of Erie County. Public Transportation Services were identified as top priority especially in rural portions of the County where no such service existed.

The target group for the Transit Service consisted of income eligible rural residents who do not have access to private automobiles as well as the elderly and disabled. Because the Rural Transit Service receives funding from the Community Development Block Grant (CDBG) Program, the HUD income guidelines are used to determine eligibility of non-elderly and non-handicapped persons for the service. The elderly and handicapped are eligible as limited clientele upon proof of age or disability. Priority for the demand responsive system goes to medical trips followed by social service and shopping destinations.

In September, 1990 a Project Coordinator was hired to set up the pilot programs in the Towns of Evans and Concord in cooperation with the Erie County Department of Environment and Planning, and Senior Services. Initial efforts were concentrated on developing procedures to qualify riders based on HUD income guidelines, developing

"Rural Transit Service Brochures" for the towns, meeting with community officials and civic groups to promote the program and discuss its use.

The Program Coordinator facilitates outreach through the use of local publications and posters to alert potential riders to the availability of this service and also to recruit volunteer drivers, escorts and dispatchers. Potential riders complete an application form, supplying proof of income or age or disability and residency. After qualifying (based on HUD guidelines– Attachment 1) they are added to the list of eligible riders kept by the dispatchers.

Proposers interested in providing said service are invited to respond to this request.

It is the County's intent to select the Proposer that provides the best solution for the County's needs.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP:	December 2, 2021
Proposals Due:	January 13, 2022
Selection Made:	January 27, 2022 (14) days following due date
Contract Signed:	Following all necessary County approvals

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. One (1) original and five (5) copies shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Paul D'Orlando, Principal Contract Monitor
Erie County Department of Environment and Planning
Edward A. Rath County Office Building
95 Franklin Street, Room 1014
Buffalo, New York 14202

All proposals must be delivered to the above office on or before January 13, 2022 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to Paul D'Orlando at Erie County Department of Environment and Planning, Edward A. Rath County Office Building, 95 Franklin Street, Room 1014, Buffalo, New York 14202 no later than 4:00 p.m. on Thursday, December 30, 2021. Formal written responses will be distributed by the County on or before January 6, 2022. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.

All proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the proposer name, due date of proposal, proposal name ("Rural Transit Service" RFP #2021-046VF) and Cost Proposal.

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

- A. Scope of Services:** The NFP selected will provide all administration, operation and maintenance of the Rural Transit Van Program. All capital purchases (new vans) will be funded separately from this proposal directly through CDBG Program, van replacement fund, and or other sources (e.g. grants, gifts, donations, etc.). New vans obtained for the RTS Program, regardless of source, will remain part of the Program.

There is an Advisory Board, which meets semi-annually, consisting of one mayor or supervisor or a designated representative of each municipality served; two (2) program volunteers, named by the ranking officer of the Rural Transit Service Advisory Board, who represent service area municipalities; and a monitor from the Erie County Department of Environment and Planning (DEP) designated by the Commissioner of DEP. This Board will advise the DEP (the grantor) and the CDBG Consortium on the Rural Transit Service Program in conjunction with the NFP operator. The By-Laws of the Rural Transit Service Advisory Board were developed outlining the Advisory Board's responsibilities and relationship with the NFP chief operating officer (Attachment 2).

Reimbursable Costs: The following costs will be reimbursable costs subject to budget review by both the Advisory Board and the DEP Community Development Monitor:

1. Maintenance and service costs of the Van Program.
2. Insurance costs for the vans, full-time staff and operations.
3. Radio, telephone and other communications costs.
4. Office and program supplies associated with program delivery including volunteer expenses, recognition awards, etc.
5. Incidental and associated program costs related to operations and management.
6. Accessory equipment necessary to equip the van(s).
7. All rider donated funds collected by the program will become an "applicable credit" to the program and be used for the replacement of vans as needed.

Administrative Costs: The following costs will be implemented in the Van Program. The NFP will perform the following tasks:

1. Volunteers: Recruit and train drivers and dispatchers, office help, all drivers must have "clean" driving and criminal records and completion of a Driver Safety Course is recommended in addition to in-house orientation. Keep all volunteers scheduled and

replace, reschedule as necessary. Yearly meetings with all volunteers. Annual Recognition Awards luncheon for volunteers and volunteer motivation.

2. Funding: Submit a yearly CDBG Project Description/Budget application to Erie County Department of Environment and Planning. Seek out various other grants and apply for additional funding sources. [At least two (2) to four (4) grant applications should be submitted each year.]
3. Van: Order all necessary equipment for van(s) (i.e., running boards, back-up alarms, coin box, fire extinguishers, first-aid kits, tires, rims, etc.). Maintain maintenance schedule on each van, coordinate necessary repairs with municipal Highway Superintendent/private mechanics. In addition, provide van storage/garage, keys for each vehicle, washing, and gas expense vouchers from the municipalities are to be recorded and paid by the NFP.
4. Rider Donations: Monthly deposit of donations received in each service area in Rural Van account. Keep records of deposits to date.
5. Brochures/Flyers/I.D. Codes: Design format compatible to each location. Distributed, posted and updated as required.
6. Client Intake: Qualify persons for eligibility. Maintain client files and records of all riders in each location, emergency contact and updated client list at each dispatch site.
7. Community Activities: Maintain calendar of events for local outreach, recruitment activities. Coordinate volunteer activity in each event.
8. Presentations: Present program to community groups, senior centers and social events (days and evenings, minimum 12-24 per year).
9. Publicity: Write news articles and updates on program to various publications.
10. Photography: Experience necessary in photography, graphics to use for publications, publicity, and grant applications.
11. Emergency Procedures: Accident and incident reports in van. Towing (contractually with local garages), and first aid procedures in place. Emergency procedures posted at all dispatch locations.
12. RSVP: Sign volunteers up, tally and send time sheets into headquarters on a monthly basis. Arrange intake meeting, and quarterly meetings for both volunteers and administration.

13. Hire and Work Fare Programs: Train all workers/maintain monthly records of each. Progress report sent into County monthly. Schedule required days for each hire worker on a monthly basis.
14. Driver/Dispatch Logs: Maintain files and itemized compilation of trips, turn-downs, on a monthly basis for each town and service area. Report to DEP quarterly.
15. Client Complaints: Resolve individual conflicts and needs of riders and volunteers. Conduct a biennial rider survey and report results.
16. Geographic Knowledge: Routes of travel within all Southtowns and Northeast town locations and rural service area destinations (e.g. hospitals, clinics, stores, offices, centers).
17. Provide Office, Accounting and Secretarial Services for all aspects of the program including Advisory Board. An annual report and audit are required along with a "close out" monitoring meeting with DEP.
18. Detail a Budget Breakdown of all expenses, modifications to individual line items subject to review by the Advisory Board and approval by Erie County DEP.

IV. PROPOSAL REQUIREMENTS

This proposal should include the following:

- A.** Description of NFP's qualifications and experience.
 1. Qualifications/experience of NFP
 2. Qualifications/experience of key personnel who will be assigned to project.
 3. Administrative budget breakdown for project manager, secretary, account clerk, and Van/Volunteer Coordinator and or other staff showing appropriate hours per week, who will cover vacations, etc.
 4. List of grants and other funding sources applied for/secured in last two (2) years.
- B.** Proposal Fees: The NFP shall submit a description of project related in nature to this request, and prepared by the professional staff that will be assigned to the project. Proposed fees for performing all tasks outlined in III-B for the following five (5) periods:
 1. June 1, 2022 through May 31, 2023
 2. June 1, 2023 through May 31, 2024
 3. June 1, 2024 through May 31, 2025
 4. June 1, 2025 through May 31, 2026
 5. June 1, 2026 through May 31, 2027

Proposed fees for expanding operation of the van service to an additional service area, consisting of one or two towns in the rural area of Erie County. Fees and expenses will be paid up to actual amount.

- C. **Similar Engagements:** The architect shall submit a description of project related in nature to this request and prepared by the professional staff that will be assigned to the project. List of grants and other funding sources applied for/secured in the last two (2) years.
- D. **Team Members and Project Manager:** The proposal shall list all individuals who will work on the project as well as the project manager. Include the hourly rates for assigned staff. Administrative budget breakdown for project manager, secretary, account clerk, and Van/Volunteer Coordinator and or other staff showing appropriate hours per week, who will cover vacations, etc.
- E. **References:** A minimum of two (2) professional references, including name and telephone number, shall be included in the proposal.
- F. Evidence of any proposed MBE/WBE firm participation in the engagement.
- G. Identification of primary contact person.
- H. **Miscellaneous:**
 - 1. Selection Process: A committee of officials representing the Erie County Department of Environment and Planning, and Erie County Community Development Block Grant Urban County Consortium will review the proposals against the following criteria.
 - a) Experience of NFP in performing similar engagements;
 - b) Reasonableness of fee;
 - c) Quality of proposal relative to style, comprehensiveness and content;
 - d) Experience of NFP in addressing requirements needed by the New York State Historic Preservation Office;
 - e) Reference checks;
 - f) Performance at interview (if required).

The above selection criteria are provided to assist proposers and are not meant to limit other considerations which may become apparent during the course of the selection process.
- I. **Time Period:** The engagement will extend approximately five (5) years from the date of contract execution.
- J. **Copies:** One (1) original and five (5) copies of each proposal are required. Submit all copies to: Paul J. D'Orlando, Principal Contract Monitor, no later than 4:00 p.m. on January 13, 2022.

ERIE COUNTY CONTACT

Mr. Paul J. D'Orlando, Principal Contract Monitor, Erie County Department of Environment and Planning, Edward A. Rath County Office Building, 95 Franklin Street, Room 1014, Buffalo, New York 14202 (Tel.) 716-858-2194.

CAVEATS

- A. Erie County Department of Environment and Planning reserves the right to reject any and all proposals.
- B. The Erie County Department of Environment and Planning reserves the right to issue written notice to all participating firms of any change in the proposal submission schedule should the County determine in its sole discretion that such changes are necessary.
- C. Acceptance by the Erie County Department of Environment and Planning of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a contract for consultant services.

V. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposers **MUST** sign the Proposal Certification attached hereto as Schedule "A." Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

SELECTION

All proposals timely received and complete will be evaluated and ranked by a three (3) to five (5) person selection committee comprised of representatives from groups such as ECDEP, local government officials, and planning organizations. The evaluation is based on the written proposals using a numerical score sheet related to the questions posed in the proposal guidelines.

When the evaluations are complete, the respondents' proposals are ranked. The proposal receiving the best overall rating is ranked first.

CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

[The term of the contract shall be for a five (5) year period commencing April 1, 2022 and terminating March 31, 2027. The County, in its sole discretion may extend the agreement beyond its initial term for up to one (1) additional 1-year period at the same prices and conditions.]

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

"In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule "B."

Insurance Coverage: Coverage to include overall package (covers staff, volunteers, clients, accidents, vehicles, equipment, etc.) employee disability, worker's compensation, directors and officers, and umbrella. Insurance company should approve volunteer driver DMV checks.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

"NOTICE

The data on page 13 of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law."

and

- b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page" *** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure," may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

SCHEDULE "A"

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

SCHEDULE "B"

County of Erie Standard Insurance Certificate

LAW-1 INS (Rev. 3/06)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.



I		III Companies Affording Coverages	
Insured	Name	A	
	Address	B	
	Zip	C	
	Phone No.	D	
II			
Issuing Agency	Name		
	Address		
	Zip		
	Phone No.		

IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Indicate Type of Insurance By Checking the Box		Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
				Check the Box	Occurrence	Aggregate
Company Letter - from III above	1. General Liability			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
	<input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard					
	2. Automobile Liability			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
	<input type="checkbox"/> Comprehensive Form OR <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned					
	3. Excess Liability			<input type="checkbox"/> Umbrella Form OR <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both	Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____	
	4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory Statutory		
	5. Other					

V. County of Erie is included as an additional insured under the following Policy numbers:

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the Insured, the Issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 95 Franklin Street, Room 1634 Buffalo, NY 14202 716-858-2200	Date Issued	_____
	Auth. Representative	_____
	Firm name & address	_____

FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery or merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, Dept. of Law, Suite 300, 69 Delaware Ave., Buffalo, N.Y. 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. Executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to : County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
- Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Comp. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independ. Contract.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
- X.C.U.							
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law				INCLUDE	see note below		
- Host Liquor							INCLUDE
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liab.	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	see note below						see note below
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
Erie County To Be Named Add'l Insd. On	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

* Construction contracts require excess Umbrella Liability limits of \$3,000,000.

** Snow removal contracts require evidence of broad form property damage.

*** In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

**** Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.

V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

VI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

ATTACHMENT 1

INCOME ELIGIBILITY SCHEDULE ERIE COUNTY COMMUNITY DEVELOPMENT PROGRAM

No. of Persons	<i>(Extremely Low Income)</i>	CDBG LOW INCOME <i>(Very Low Income)</i>	CDBG MODERATE INCOME <i>(Low Income)</i>
	30% of Erie County Median	50% of Erie County Median	80% of Erie County Median
1	\$ 16,590	\$ 27,650	\$ 44,420
2	18,960	31,600	50,560
3	21,330	35,550	56,880
4	23,670	39,450	63,120
5	25,590	42,650	68,240
6	27,480	45,800	73,280
7	29,370	48,950	78,320
8 or more	31,260	52,100	83,360

Effective: April 1, 2021

ATTACHMENT 2

Rural Transit Service Advisory Board **By-Laws**

I. Establishment

- 1.1 The Rural Transit Service (RTS) Advisory Board was heretofore created in 1993 by a requirement contained in the initial contract between the County of Erie and L.K. Painter establishing the operation of the RTS program by a not-for-profit organization.
- 1.2 The purpose of the RTS Advisory Board is to counsel the non-profit agency operating the van service on matters relating to service area, service operation, program budget, and other matters relating to the RTS program as may arise from time to time.

II. Membership

- 2.1 The Mayor or Supervisor of each of the participating municipalities shall be a permanent voting representative of the Rural Transit Service Advisory Board. The Mayor or Supervisor may appoint, in writing, an alternate to represent their municipality at any or all meetings of the Board (see 2.4).
- 2.2 In addition to the Mayor or Supervisor of each of the participating municipalities the following organizations shall have representation as noted on the Board:
 - A. Erie County Department of Environment and Planning (1 representative) as appointed by the Commissioner of the Department of Environment and Planning.
 - B. Service Volunteers (2 representatives as appointed by the highest-ranking officer of the Advisory Board).
 - C. Rural Transit Service Board of Directors Chair (1 representative)
- 2.3 In order to aid in achieving geographic balance, the service volunteer representatives shall not reside in the same municipality.
- 2.4 All board members may appoint a proxy.
- 2.5 All board members shall serve two-year terms, with the exception of chief elected officials whose terms shall coincide with their elected terms of office.

III. Officers

- 3.1 The Advisory Board shall elect a chairperson and vice-chairperson from its municipal representative members to a one-year term at its first meeting in each calendar year. The not-for-profit organization operating the program shall provide a secretary.
- 3.2
 - A. Chairperson - is responsible for coordinating items for inclusion on meeting agendas and to conduct all Advisory Board meetings. The chairperson is also responsible for appointing individuals to serve on the Steering Committee and ad-hoc committees.

- B. Vice-Chairperson - The Vice-Chairperson shall, in the event of absence or disability of the Chairperson, perform the duties and exercise the responsibilities of the Chairperson, and carry out any additional duties as may be assigned by the Chairperson.
- C. Secretary - The Secretary shall distribute a summary report of each Board meeting, serve notices as required by these by-laws and assist the Chairperson in attending to all official correspondence of the Board.

IV. Meetings

- 4.1 The Board shall meet at least two times annually. Said meeting shall occur in February and September of each year. The Chairperson shall have the discretion of convening meetings should they be deemed necessary.
- 4.2 A Quorum shall consist of seven (7) Advisory Board members.
- 4.3 Conduct for meetings of the Advisory Board shall conform to Roberts Rules of Order, when not in conflict with the by-laws.
- 4.4 Order of Business
 - A. Introductions
 - B. Approval of Minutes from previous meeting
 - C. Report of Steering Committee
 - D. Reports of Select Committees
 - E. Old Business
 - 1. Operations Reports
 - F. New Business
 - G. Public Comment Section & Announcements
 - H. Adjournment
- 4.5 Voting can be by show of hands or secret ballot. The request of only one Advisory Board member present is required to call for a secret ballot.
- 4.6 Votes on routine matters require a simple majority vote of the membership present to pass.
- 4.7 Votes on the following matters require a simple majority vote of the entire membership to pass:
 - 1. Recommendations to the not-for-profit agency regarding the changes in the RTS service areas.
 - 2. Recommendations to the Erie County Department of Environment and Planning for soliciting proposals and accepting bids for a program operator.

V. Duties

- 5.1 The Board shall review the draft budget for the upcoming year with the not-for-profit service provider, assess accomplishments during the prior program year, review opportunities for service enhancements, hear reports from the Board's Steering Committee, and address other RTS issues which may arise from time to time.

VI. Committees

- matters
- A. A Steering Committee shall be established to advise the not-for-profit agency on regarding program management and operation.
 - B. The Steering Committee shall have five (5) members appointed by the Chairperson including three local government representatives. One representative from the Erie County Department of Environment and Planning and one volunteer representative.
 - C. The chairperson of the Advisory Board shall be the Chairperson of the Steering Committee.
 - D. The Committee shall meet bi-monthly or as needed, and provide written meeting reports to the full Advisory Board.

VII. Amendments

The by-laws may be amended by a simple majority vote of the Advisory Board members present at any Board or special meeting, provided that copies of the proposed amendments shall be mailed to all Advisory Board members fourteen (14) days prior to the meeting at which said amendment will be introduced.

Adopted – 10/25/96

Amended – 9/22/05

Amended – 2/24/16